

DOC # 831045
09/20/2013 03:21PM Deputy: AR
OFFICIAL RECORD
Requested By:
LSI Title Agency Inc.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$219.00
BK-913 PG-5156 RPTT: 0.00



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 13-40427-WF-NV
Title Order No. : 130101668-NV-APO

APN: 1419-26-410-003

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 05/30/2006, executed by Albert G. Giordano, As Trustee of the Albert G. Giordano Family Trust Dated 8/19/1970, as Trustor, to secure certain obligations in favor of Wells Fargo Bank, N.A. as beneficiary recorded 06/06/2006 as Instrument No. 0676696 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$540,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 01/01/2013 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.



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While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 800-678-7986

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 2860 CLOUDBURST CANYON DRIVE , CARSON CITY NV 89705

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**



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That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated : 9-20, 2013

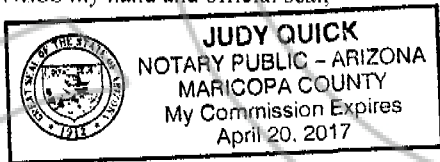
National Default Servicing Corporation, As Trustee for HSBC Bank USA, National Association as Trustee for Merrill Lynch Mortgage Backed Securities Trust, Series 2007-2

Helen Rayburn
By: Helen Rayburn, Trustee Sales Processor

State of: Arizona
County of: Maricopa

On 9-20, 2013, before me, the undersigned, a Notary Public for said State, personally appeared Helen Rayburn personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature Judy Quick

This is an attempt to collect a debt and any information obtained will be used for that purpose.



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): Albert G. Giordano, As Trustee of the Albert G. Giordano Family Trust Dated 8/19/1970		Trustee Name and Address: National Default Servicing Corporation 7720 N. 16th Street, Suite 300 Phoenix AZ 85020
Property Address: 2860 Cloudburst Canyon Dr Carson City NV 89705		Deed of Trust Document Instrument No. 0676696

STATE OF NORTH CAROLINA)
) ss:
 COUNTY OF MECKLENBURG)

The affiant, Jahalia L McCall, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am a Vice President Loan Documentation with Wells Fargo Bank, N.A., as servicing agent to HSBC Bank USA, National Association as Trustee for Merrill Lynch Mortgage Backed Securities Trust, Series 2007-2, ("Wells Fargo"), servicer for the current beneficiary of the Deed of Trust.

2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise noted, in connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records.

3. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
National Default Servicing Corporation	7720 N. 16th Street, Suite 300 Phoenix AZ 85020

4. The full name and business address of the current holder of the Note secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
HSBC Bank USA, National Association as Trustee for Merrill Lynch Mortgage Backed Securities Trust, Series 2007-2	C/O Wells Fargo Bank, N.A. 3476 Stateview Blvd., Fort Mill SC 29715



5. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Full Name ("Beneficiary")	Street, City, State, Zip
HSBC Bank USA, National Association as Trustee for Merrill Lynch Mortgage Backed Securities Trust, Series 2007-2	C/O Wells Fargo Bank, N.A. 3476 Stateview Blvd., Fort Mill SC 29715

6. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Wells Fargo Bank, N.A.	3476 Stateview Blvd., Fort Mill SC 29715

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the beneficiary, the trustee, the servicer of the obligation or debt secured by the Deed of Trust and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 1-866-605-0829.



10. Pursuant to my review of the relevant business records and/or the records of the county recorder where the subject real property is located and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

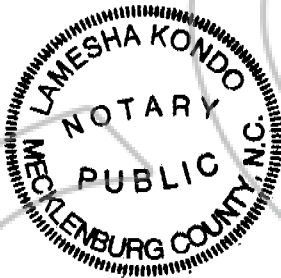
Recorded Date	Recording Number	Name of Assignor	Name of Assignee
02/27/2013	0819051	Wells Fargo Bank, N.A.	HSBC Bank USA, National Association as Trustee for Merrill Lynch Mortgage Backed Securities Trust, Series 2007-2

Jahalia L McCall
 Jahalia L McCall-Vice President Loan Documentation
 Wells Fargo Bank, N.A.
 09/11/13

State of North Carolina

County of Mecklenburg

The foregoing instrument was sworn to and subscribed before me this 11th day of September, 2013, by Jahalia L McCall, who is personally known to me.



Lamesha Kondo
 Lamesha Kondo
 NOTARY PUBLIC, State of North Carolina
 My commission expires: 8/29/2017